

REMARKS

Claims 1-25 stand rejected under 35 U.S.C. §102(e) as being anticipated by the patent to Olgilvie. In this Response, Applicants cancel claims 1-25 without prejudice, add new claims 26-68 without adding new matter, and respectfully traverses the §102 rejection.

Anticipation under 35 U.S.C. §102 requires the disclosure of each and every limitation of a claimed invention in a single piece of prior art. *Rockwell Inter. Corp. v. U.S.*, 147 F.3d 1358, 47 U.S.P.Q.2d 1027 (Fed. Cir. 1998). However, the patent to Olgilvie fails to teach “inserting control information into a first email message to control retransmission of the email message content in a second email message originating from a recipient of the first email message” as required by claim 26.

Olgilvie discloses self-removing email messages that delete themselves from a receiving system (col. 2, ll. 35-36). In particular, an executable code block sent with the message or resident on the receiving system deletes the email message responsive to a pre-configured trigger, such as time-based or resource-based triggers (Olgilvie, cols. 5–7). This method is used, for example, by “spammers” or Internet Service Providers (ISPs) who want to transmit bulk email messages to many recipients, but do not want the messages or any copies of the messages remain on the receiving system after a certain period of time (*see e.g.*, col. 3. ll. 1-10; *see also* col. 9, ll. 6-25). The purpose of the self-removing email messages in Olgilvie is not to control retransmission of the messages, but instead, to prevent accumulation of unwanted emails on the recipient's computer. In other words, the purpose of Olgilvie is prevent email clutter. This goal is accomplished in Olgilvie by inserting a “removal code” into the e-mail message. The removal code, however, does not prevent retransmission of the message, but merely causes the message to be deleted after a predetermined period of time, or upon the occurrence of a triggering event. Prior to its self-destruction, the recipient can copy, reply, and forward the message. See, col. 6, lines 10 – 13. Thus, Olgilvie does not teach or suggest “inserting control information into a first email message to control retransmission of email

message content” as required by claim 26. Rather, it permanently deletes the email content completely from the receiver’s system. In that case, the message is irretrievable, even to the original recipient.

Because the Olgilvie patent does not teach each and every limitation of claim 26, it necessarily fails to anticipate claim 26 under §102. Accordingly, Applicant respectfully requests the allowance of claim 26, and its dependent claims 27-35.

Independent claims 36, 42, 52, 57, and 63 contain language similar to that of claim 26 discussed above. Each of these claims require control information to control retransmission of email message content in a first email message by a recipient of the first email message. Therefore, for the reasons stated above with respect to claim 26, Olgilvie fails to anticipate any of claims 36, 42, 52, 57, and 63, an all of the claims that depend therefrom.

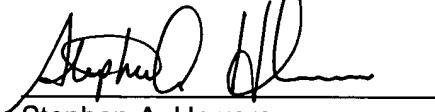
Dependent claims 32-34 and 48–50, include additional elements not disclosed or suggested by Olgilvie. More particularly, claims 32 and 48 all recite that the excluded email message content is selected “based on a keyword entered by a user.” Claims 33, 34, 49, and 50 recite further details regarding how the selection is accomplished. Olgilvie does not teach or suggest the exclusion of selected email message content based on a keyword entered by a user. Accordingly, Olgilvie does not anticipate claim 32–34, or 48–50 for this additional reason.

Dependent claims 35, 41, 51, and 62 all recite that the control information causes exclusion of selected email message content “based on the identity of the recipient.” Olgilvie does not teach or suggest excluding email message content based on the identity of the recipient. Accordingly, Olgilvie does not anticipate claims 35, 41, 51, and 62 for this additional reason.

For the forgoing reasons, Applicant respectfully requests the allowance of claims 36-68.

Respectfully submitted,

COATS & BENNETT P.L.L.C.

A handwritten signature in black ink, appearing to read "Stephen A. Herrera", is written over a horizontal line.

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